



CITY OF
CINCINNATI

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DEPARTMENT OF
TRANSPORTATION AND ENGINEERING

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ODOT LPA Certification

APPENDIX G

CONSULTANT SELECTION PROCESS AND PROCEDURES

Administrative Regulation No. 23



City of Cincinnati

February 3, 1997

Office of the City Manager

POLICY GUIDELINES AND MINIMUM REQUIREMENTS FOR PROFESSIONAL SERVICES

This Regulation summarizes City policies and minimum requirements for selecting, contracting with, monitoring, and evaluating providers of professional services and/or nonstandard services. A Contracting Manual, which will supplement this Regulation is currently being finalized by Internal Audit and the Purchasing Division. The Manual will be distributed under separate cover.

Professional services are those personal services which involve extended analysis, expression of opinion, exercise of discretion and independent judgment in their performance, and an advanced specialized type of knowledge, expertise or training customarily acquired by either a prolonged course of study or equivalent experience in the field. The performance of professional services may require a license, official certification or authorization by the state.

Nonstandard services are those personal services which involve unique or unusual circumstances, requiring a procurement and oversight process different from competitive bidding. Depending on the circumstances, examples of nonstandard services may include concession or revenue-generating agreements, services subject to the managed competition process, and certain on-going social services.

Professional services and/or nonstandard services shall not, for the purposes of the requirements of this administrative regulation, include unique personal services such as contracts for expert witnesses or legal counsel as required and directed by the Solicitor, or contracts for unique services directed by the City Manager or City Council.

Contracts for professional services or nonstandard services should be awarded through an **open and fair competitive process** which ensures that **quality services** will be **timely provided** at a **fair market price**, while assuring that other goals of the City are met. As indicated in the attached chart of minimum requirements, **the formality and the degree of competition shall increase** as the total estimated cost of the contract increases. **Competition shall be generated to the maximum extent practicable**, including opportunities for Minority and Women Business Enterprises through the **Equal Business Opportunity (EBO) Program** (CMC Chapter 323, Ordinance 106-1994). **Each department is accountable for achieving EBOP goals.** In addition, the **Equal Employment Opportunity (EEO) Program** applies to professional service and

nonstandard service providers (CMC Section 321.157, Ordinance 137-1

A City employee must **avoid any conflict of interest**. A City employee should **avoid any appearance of impropriety**. An employee should not participate in the selection of a professional service or nonstandard service contractor when the employee, or a person in the employee's immediate family or household, has any direct financial interest in any contract recommended by the employee.

Generally, the City should contract with qualified, **local** professional service and nonstandard service providers, the exception is when contracting with a non-local firm would be more advantageous to the City.

All professional service and nonstandard service contracts should include outcome or **result-oriented performance standards**, criteria, or measures. The department should **monitor and document** the contractor's performance. Positive or negative evaluations should be a factor in future contractor selections.

The terms of a contract should be modified only when both the City and the contractor gain, or give up, something of corresponding value. An **amendment** should be prepared when any substantive term of a professional service contract is changed. **Change orders** relating to professional service contracts may be used for administrative matters.

Minimum Requirements by contract amount	\$5000 OR LESS	\$5,000 to \$10,000	\$10,001 to \$25,000	Over \$25,000
1. Identify the minimum qualification required for successful completion of the proposed work.	x	x	x	x
2. Generate open and fair competition to the maximum extent practicable	x	x	x	x
3. Achieve Equal Business Opportunity Program goals	x	x	x	x
4. EEO compliance	x	x	x	x
5. Office of Contract Compliance reviews Notice of Request for Service		x	x	x
6. Solicit qualifications and quotes from at least 3 firms, 2 of which must be certified MBEs or WBEs		x		
7. Send Notice of Request for Service to certified MBEs and WBEs			x	x
8. Publish the Notice of Request for Service in the City Bulletin for at least 2 weeks				x
9. Form a selection committee				x
10. Document and retain in the departmental contract file the process and rationale for selecting a firm	x	x	x	x
11. Include in the contract outcome or results-oriented performance criteria, standards, or measures	x	x	x	x

12. If applicable, prepare an Additional Value Report for a non-local contractor	x	x	x	x
13. Solicitor's office reviews contract as to form	x	x	x	x
14. Approval of contract by City Manager's office			x	x
15. If applicable, approval of waiver of competition by Purchasing Agent after consultation with the department and the Office of Contract Compliance		x	x	x
16. If applicable, approval of waiver of competition by City Manager's office				x
17. Document and retain in the departmental contract file the process and results of monitoring the contractor's performance	x	x	x	x



CITY OF CINCINNATI

Department of Finance – Division of Purchasing

R F P Manual

Written by:

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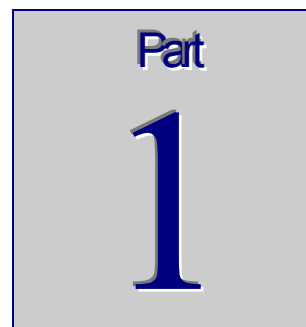
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MARCH 2003

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THE PURPOSE OF THIS MANUAL

Use these procedures in the acquisition of professional services and specialized products when objective bid specifications cannot be prepared. The contents of these guidelines are based upon Cincinnati Municipal Code Sections 321-19 and 321-51.

These procedures are applicable to all City departments.

It is important the City departments follow these procedures and work with the Purchasing Division and Law Department in their application.

Contracts contrary to the Cincinnati Municipal Code 321 for the acquisition of goods or services maybe declared void, unenforceable, and unacceptable. Not following these procedures could hold the director of any City department and public employee personally liable for any costs resulting from their actions.

Caveat: “Is There Already a Contract Available?” Before starting the process of formulating a REQUEST FOR PROPOSAL (RFP), contact the PURCHASING DIVISION to inquire if an existing contract is available to exercise in satisfying your needs. Consult the buyer in the Purchasing Division who is responsible for the specific supply or professional service. The buyer for each product or service can be located in Cincinnati Financial System (CFS) under the tables of the Price Agreement by Commodity (PABC), and the Open Price Agreement by Vendor (OPAV) in Extended Purchasing System (EPS) for current contracts. Purchasing may also recommend contracts alternative solicitation, competition generating, and procurement methods in both attaining a contract to your specific requirements and saving time.

ESTABLISHING THE NEED

A. Clearly Define the Task to be Performed.

A clearly defined written statement describing the performance or tasks required is the initial process in composing a well-written RFP. The statement should include a timetable and cost estimates, which helps one develop the scope of services for professional services or the specifications for supplies and services. Inquires to contractors may be required in those cases where the department lacks the technical knowledge in certain specified fields and products, or where time limits and other constraints require such action. It is not appropriate to use consulting or professional services if civil service employees are capable of performing such services, or as a substitute for responsible management decisions. A well thought out arrangement of the specifications and the practical application in writing the RFP is the difference between a successful or inept contract, specifically with professional services or consulting services. When a RFP is properly prepared with clear specifications the outcome results in a contract that provides cost-effective use of funds.

Who can issue RFPs?

- The City Manager
- The Appropriate Board
- The Appropriate Commission

The City Purchasing Agent establishes procedures for the procurement of supplies/services and professional services. The Purchasing Division acts as a consultant for questions and can make recommendations related to the RFP process.

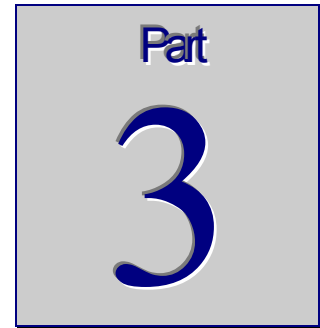
B. When is an RFP appropriate?

The City Purchasing Agent or designee must determine if an RFP is an appropriate instrument to use for the purchase of a product or service, or if a competitive sealed bid would be better suited and practical to the City (CMC S321-51). All departments and divisions must submit a written request to the City Purchasing Agent or designee on authorization to use the RFP process. The written approval by them shall be placed in each RFP file and become part of the permanent contract file.

C. Sole Source Procurement

Sole source is only one contractor or vendor exists, which can provide a particular product or service. Sole source procurement can be subject to considerable public scrutiny and concern in justifying unique requirements of a product or a specialized service that no one else can provide or duplicate. Sole Source should be limited to those circumstances where only one vendor can provide the service or product.

Policy: Department heads are responsible for assuring contracts over \$5,000 are awarded through an open and fair competitive process. The department heads are accountable to the City Manager's Office and their Boards or Commissions when non-competitive procedures are used. As an exceptional procedure, a request for approval to contract with a firm chosen through a non-competitive process should be used rarely and only as outlined in CMC 321-85. Written documentation verifying sole source purchases is required from the product manufacturer or service supplier.



WRITING THE RFP

Policy: Contracts will be awarded through an open and fair competitive process that ensures quality and timely supplies/services or professional at a fair market price, while assuring other goals of the City are met. The makeup or technical nature of the products or services should address the qualifications required in creating a well-constructed RFP.

A. Preparing to Write the RFP

1. Identify the Outcomes or Results

Identify the results the agency expects to achieve as a result of the work of the Offeror (person/entity responding to the RFP). In formulating the RFP, include only information necessary for the Offeror to know in order to submit a proposal.

2. Identify the Minimum Qualifications.

Identify the ***minimum qualifications*** to successfully complete the proposed work. Qualifications may include, but not limited to education, training, certifications, technical licenses, experience, prior performance, and prior endeavors.

Identify the qualifications deemed essential for the proposed work.

Minimum and/or preferred qualification should not restrict competition. For example, competition should not be restricted with a minimum requirement of 5 years prior experience, when 3 years experience is sufficient.

Consider alternative qualifications. Example: Three years successful experience in the field is comparable to two years experience in the field with a similar project completed.

Determine how the Offerors will demonstrate their attainment of the minimum qualifications. It is essential to balance the agency's need for information or verification, with the amount of time and expense required by Offers' providing it.

3. *Form A Selection Committee.*

Using a selection committee will provide a comprehensive approach in the RFP process.

- A city employee shall not participate in the selection of a contractor when that employee or a person in that employee's immediate family or household, has any direct or indirect financial interest
- The number of committee members will vary according to the size and complexity of the project. A committee may not be required on straightforward projects less than \$5,000. Conversely, a selection committee is required for contracts over \$5,000. It is recommended that at least three members serve on a committee for larger projects.
- The selection committee may participate in drafting the RFP in establishing the evaluation criteria, drafting the contract, and contract negotiations.
- A minimum of one committee member should have the professional *expertise* and competence with the type of project considered.
- Personnel from other departments, agencies, or community members should be asked to participate on the selection committee. Representatives from the Purchasing Division are available to consult with on the selection of committees.
- For diversity, efforts should include women and members of minority groups on the selection committee.

B. *Writing the Request for Proposal.*

Written by the Evaluation Committee - Have the Evaluation Committee write the specifications, this will allow them to become familiar with the specifications and understand the RFP process.

The agency should seek the Law Department's assistance in drafting the RFP. When drafting the RFP, be sure to incorporate outcome or results-oriented performance criteria, standards, and/or measures.

“Request For Proposals” versus “Invitation For Bids” Both RFPs and Invitations For Bids (IFBs) are solicitations for offers however, both have a unique purpose. Terminology is different to both:

Offers given in response to an RFP are called “Proposals” or “Offerors.” Offers given in response to an IFB are called “Bids,” and the responders are called “Bidders.”

In general, IFBs are to solicit proposals for service, where RFPs are to solicit proposals for services. RFP should be used to purchase goods when one wants to consider more than just the lowest bid meeting the specifications.

An RFP allows the *Offeror* to decide which goods or services will meet the needs of the agency. While in an IFB, the agency decides which goods or services will meet its needs, and the *Bidder* must submit his best price within the specifications defined in the IFB.

Example: Objective criteria can be easily specified, if an agency knows it needs a copy machine that makes 40 copies per minute, sorts, collates, and staples. If the agency would be satisfied with the lowest priced copier meeting the specifications it should solicit IFBs an ***award upon price***. In contrast, if the agency wishes to consider subjective criteria such as user-friendliness, service response time, and responses from Proposer’s references, it would solicit RFPs and identify these requirements as ***Evaluation Criteria***.

Questions to Ask in Deciding Whether to Use an RFP or IFB.

- In choosing ask, can the item or service be easily identified, that if the lowest bid met the specifications an award to the lowest bidder would be satisfactory?
- Is it necessary to award based on other than price? If yes, an RFP will provide the flexibility to do so.
- Is there more than one end-user involved in the purchase? If yes, an RFP is probably the best solicitation method because one product may not meet each user’s needs.

1. Requests

1. INTRODUCTION

The agency should include a brief and adequate description of the materials/services to be delivered/performed. Along with where to submit the proposal and when it is to be received.

Example: Notice is hereby given that sealed proposals will be received at the Purchasing Office, until (Submittal Deadline) local time, for furnishing all labor, materials and equipment, and performing all work necessary and incidental to:

Insert brief but adequate description of work to be performed.

In accordance with the (Name of Agency) plans, specifications and contract documents.

Proposals shall be delivered and addressed to (Name of Agency) (Purchasing Agent), (address), (city), (state), (zip code), and shall be labeled “(RFP title), (RFP Number), (Submittal Deadline). Any Offeror who wishes his proposal considered is responsible for making certain their proposal is received in the (Purchasing) office timely. No considerations to any oral, telegraphic, electronic, facsimile, or telephonic proposals or modifications, unless specified. Proposal received after the scheduled Submittal Deadline is to be unopened.

2. GENERAL BACKGROUND AND INFORMATION

The agency provides a general background of:

- The department / division
- The purpose for RFP

In this section, you want to provide a general description of the professional services the City needs and why. The quality of information provided to interested parties should generate the type of specifics they can incorporate in a proposal.

3. SCOPE OF SERVICES OR SPECIFICATIONS

The sections “***Scope of Services***” are for professional service contracts, while “***Specifications***” are for competitive proposal contracts on supplies and services:

- The RFP should contain the specifications describing the Scope of Services that will incorporate into the contract. The contents in the specifications and scope of services should contain the clarity in encompassing all elements of the project for the desired results. This process requires an understanding of all the elements to and a well thought out scope in composing an RFP with a clear statement of the Offeror’s responsibilities.
- The specifications and the scope of services in the RFP should clearly state the results the agency expects from the contractor, including the criteria, standards, and/or measure the work must meet. A contract can only be binding to the degree the agency has defined the responsibilities of the contractor. Many conflicts can be prevented “up front”, in carefully defining the work to be completed by the contractor. The City can easily monitor the contractor’s performance with reports, schedules and defined tasks clearly specified.

4. *QUALITY, QUANTITY, AND TIMELINESS*

Describe the specific *quantity*, *quality*, and *timeliness* of the services required.

Quantity should include such things as:

- Training provided from the Offeror should specify the number of people trained, how often, and the location.
- If presentations are to be made, specify how often, how many, duration, and location.
- If reports are required should specify how many, when, extent of detail required, and who receives them.

Quality should include such things as:

- If research or analysis is required from the Offeror, indicate the level of accuracy or validity required.
- Indicate how the contractor makes specific recommendations.

Timeliness refers to the completion date of the project to the specifying schedule.

Note: An expeditious completion date may require an Offeror to assign more people to the project to meet the schedule. This could result in higher costs.

5. *QUALIFICATIONS*

Qualifications may include:

- Offerors' business entity; i.e. corporation, partnership, sole proprietorship, etc.
- Competitive position and future commitment, i.e. position in the market, plans for expansion in the field, goals in the field, etc.
- List of personnel qualifications
- Experience
- Demonstration of expertise in their field
- Certificates or licenses (if required)
- Company and personnel references

6. *TIMETABLE*

Establish a *timetable* for the RFP.

7. *HOW WILL QUESTIONS BE HANDLED?*

Address how questions concerning the RFP will be handled. **All vendor questions must be submitted in writing** (via e-mail, fax, or letter). Any information, clarifications and addenda shall be distributed in writing to all participants (recipients of the RFP, selection committee members, etc.). State in this section the date, time and location of any pre-submission meeting; the details of the meeting should also be included. (attached as an appendix to this manual).

8. *HOW TO SUBMIT*

Outline how Offerors submit RFP's to the City. This provision will refer the Offeror to Section 2 of the RFP's for specifics. The agency should include the time, date and place for submittal of the RFP. The ***CITY PURCHASING AGENT*** is the ***DEPOSITORY*** for all RFP's.

9. *EVALUATION CRITERIA*

Selection process and award criteria can include:

- Content and completeness of proposals submitted.
- Advantages and disadvantages to the City that could result from the proposal.
- The fees proposed by the Offeror.
- Demonstrated expertise
- Quality and content of the materials.
- Support services available through the Offeror
- SBE / MBE / WBE / DBE certification

NOTE: Clearly state how the Offerors are to demonstrate compliance with the identified qualifications, criteria, and standards. In addition, be considerate of the Offerors' time and cost to comply. It is important to balance the significance of information requested, with the Offeror's cost in providing it.

- How will the agency verify the prior experience and accomplishments of the Offerors?
- The agency can assess all relevant information has been requested, by establishing the evaluation criteria before issuing the Request for Service.
- Make sure the criteria used for evaluation are consistent with the information requested in the RFP. ***Only those items included in the Selection Process and Award Criteria section apply in evaluating proposals.***

- Consider using a firm's location as part of the evaluation criteria. For example: *within* the City, County, or Metropolitan Statistical Area (MSA).
- The agency may include standards or requirements that address other City or public policy goals. Examples: whether the firm has a policy of providing the first opportunity for available jobs to economically disadvantaged residents living identified neighborhoods.

Total project cost estimates based on objective criteria should be prepared and used as a basis for evaluating responses that are significantly higher or lower than the estimates. Do not disclose the Cost estimates.

12. *PROTEST OF AWARD OF RFP*

- The issuing department will advise any protesting Offeror to provide a written statement thoroughly outlining the basis of its protest.
- The issuing department must receive the protest within seven (7) working days after the Offeror knows or should have known, the department intends to enter into a contract with another Offeror.
- Protests and administrative appeals must be concluded before an award is made on a contract.

2. *Submitting It*

What documents are to be submitted? In what order? In a particular format? Will the agency review all the documents? Will the absence, presence, or content of these documents have an impact on the selection of the ultimate contractor?

Can the agency minimize the Offerors' time and costs in providing the requested information?

Examples of content to be submitted by Offerors:

- Letter of Proposal Submission
- Introduction and Executive Summary
- Company Credentials
- Staff Credentials
- Experience in Field
- Services Provided
- Itemized Budget for Project

C. Issuing the RFP

1. *Review of the RFP*

Before issuing, the RFP shall be reviewed as follows:

- Law shall approve the RFP as to form
- Purchasing receives an electronic copy of the RFP along with written approval from the Law Department
- Purchasing will prepare the Notice for *The City Bulletin* for submission to the Office of Contract Compliance (OCC) for contract compliance approval
- The Notice will be forwarded to the Clerk of Council Office upon approval from OCC. (at least two weeks)
- Purchasing will prepare the RFP for publication and distribution including electronic distribution on the Internet

2. *How an RFP is Issued*

- Law shall approve the RFP as to form.
- Purchasing receives an electronic copy of the RFP along with written approval from the Law Department.
- Purchasing will prepare the *Notice* for *The City Bulletin* for submission to the Office of Contract Compliance (OCC) for contract compliance approval.
- Upon approval, OCC will forward the Notice to the Clerk of Council Office for publication (at least two weeks).
- Purchasing will prepare the RFP for publication and distribution on the Internet and for electronic distribution.

3. *For requests under \$5,000*

The department head's signature shall authorize the contract, subject to approval by the Law Department and certification by the Finance Department. Policies and procedures applicable to larger contracts may be used for contracts less than \$5,000.

Departments are encouraged in generating SBE participation and some measure of competition on these requests

4. *Requirements based on Contract Amounts*

Administrative Regulation 23 identifies City programs for the *minimum* competitive processes, authorizations, and other requirements applicable to contracts with various total estimated costs. Be sure to have a current copy of AdMin Reg 23 readily available for reference.

D. *Evaluation of the Proposal*

It is the responsibility of the Offeror to provide all information requested in the RFP, failure to comply might result in disqualification of the proposal. The information to be evaluated will be that submitted by the Offeror. It is essential the information submitted directly relate to the evaluation factors.

1. *The Selection Committee*

Once the deadline has passed, all the proposals received will be judged base on the merits of the proposals timely received in accordance with the valuation factors stated in the RFP. Every response timely received, must be considered and evaluated.

The primary objective of the selection committee will be to recommend the Offeror whose proposal is most primary to the City. The specifications within the RFP represent the minimum performance necessary for response.

The highest score receives the recommendation for the award. If needed, the selection committee may request oral presentations from all, or at least the top three, Offerors.

2. *Oral Presentations before the Selection Committee*

The selection committee may elect to request presentations from Offerors whose proposals are determined to be most responsive. Oral presentations may be limited to those Offerors who have achieved an initial passing technical score, or the predetermined top finishers of the written proposals. The presentations should answer specific

questions in clarifying the proposal. It can also include the opportunity to promote or sell their proposal in developing a better understanding to both the City's requirements and the Offeror's proposal. Oral presentations may be limited to those Offerors who have achieved an initial passing technical score or the top, predetermined number of Offerors.

Offerors not considered for further evaluation are notified in writing. Once the final award is made, all documents become available for public inspection.

3. *Evaluating Costs*

The process to determine the price can begin once the staff concludes the firm(s) is/are technically qualified to perform the services sought and concurs with the prospective contractor(s) on a scope of services. Remember, firms are in business to make a profit and their prior experience in negotiating for the best price, will be brought to bear in the process.

The staff should request detailed information to understand how a firm arrived at their quoted price, if they made proposals with estimated costs for each task in the contract or on the entire contract.

At this stage, price is considered an estimate and our staff members must understand how the firm arrived at it, before we can agree to the figures. Be certain the firm's analysis of the *Scope of Service* is the same as intended by the staff, and the estimate has been prepared based on it. If the analysis by the firm is less than intended by the proposal, the estimate will be too low. If the analysis included factors not contemplated by the proposal, the estimate will be too high.

Three essentials of cost should be clearly identified before a price is set for any work or labor on larger contracts, they are:

1. The estimated direct labor and material costs to the firm to perform the work.
2. The overhead burden or indirect operational costs that the firm must charge for the work.
3. The firm's profit.

A firm should identify the number and types of personnel considered necessary to perform the work in the negotiations (an employee classification and wage scale), including the amount of work by each type of employee (hours).

Most firms establish an overhead rate from accounting records applicable to the normal operation of the firm, usually expressed in terms of a percent of direct labor charges. A universal percentage cannot be established, since each firm has its own

overhead rate. The analysis should recognize that overhead includes taxes, fringes, insurance costs, and other items.

Review and/or verify all of the above items in completing a price analysis. Staff personnel familiar with the nature of the work should be able to determine whether the amounts of time and the pay rates of the types of employees to complete the work are appropriate. Before an agreement is reached, questions the staff may have regarding price should be resolved. before an agreement is reached. Consider using the following data:

- Customary or standard pay rates for the area.
- Overhead cost levels on comparable firms and analysis of items included as overhead.
- Former contracts including wage rates, overhead, and profit in those contracts. (However, this is not always a reliable source since the staff may not have analyzed these factors in the past.)
- Current staff experience in contracting for similar work.
- Reasonable price with all factors considered.

Note: The selection committee should be prepared to explain in detail, the basis for the selection of a firm for a contract. Documents verifying the process and rational for rankings in selecting a contractor must be retained in the agency's contract file.

E. Request for Proposals - Process Checklist

(For your convenience to copy and use, this Checklist is attached as an Appendix.)

- ☐ 1. **Identify the Outcomes.** Identify the outcomes or results the agency expects to achieve as a result of the work of the professional service firm.
- ☐ 2. **Identify the Minimum Qualifications.** Identify the minimum qualifications required for successful completion of the proposed work.
- ☐ 3. **Check With Purchasing.** The Purchasing Division or another City agency may have professional service firms under contract that other agencies may access. Consult with the Purchasing Division or the Vendor Table in EPS for this information. Purchasing may also recommend alternative solicitation, competition-generating, and procurement mechanisms.
- ☐ 4. **Form a selection committee.**
- ☐ 5. **Prepare Contract Terms.** With Law's assistance, prepare the proposed contract terms, incorporating the outcome or results-oriented performance criteria, standards, or measures.
- ☐ 6. **Prepare the Request for Proposal (RFP)**
- ☐ 7. **Establish The Criteria For Evaluating The Responses.**
- ☐ 8. **Submit RFP to Law for Review and Approval**
- ☐ 9. **Electronic Version to Purchasing/Approval from Law.** To generate open and fair competition to the maximum, submit an electronic version of a RFP to Purchasing along with written approval from Law.
- ☐ 10. **Evaluate And Rank The Responses In Relation To The Established Criteria.**
- ☐ 11. **Understand The Basis On Prices Submitted.**
- ☐ 12. **Select The Firm(s) That Will Be Considered For A Contract.**
- ☐ 13. **Document the process.** Document and retain in the agency's contract file the process and rationale for selecting a firm.

F. Making an Award

1. *Notice of Award*

The issuing department will notify all finalists in writing regarding the results of the RFP evaluation, after review and approval by the selection committee. A separate “Notice of Award” shall be issued to the successful Offeror. RFP documents will become public record and open to public inspection, upon issuance of the “Notice of Award”.

2. *Information Available to the Public*

When the “Notice of Award” has been distributed by the issuing department, the evaluation factors, points, names of committee members, and evaluation summary & recommendation reports will be made available to all interested parties.

3. *No Award of Contract/RFP Canceled*

All proposals received must remain confidential (not open for public inspection) in the event no award is made to any Offeror, or the issuing department cancels the RFP. The purpose is not to allow any future potential Offerors and opportunity to review other Offerors’ proposals and gain an advantage in future proposals.

4. *Public Record*

Inform Offerors that all material submitted in response to the RFP becomes public record with the issuance of the “Notice of Award”, and subject to public inspection. ***Confidential or proprietary material must be clearly identified by the offeror and easily separable from the rest of the proposal.*** Such a request must provide written justification as to the basis for propriety or confidentiality treatment. Law Department will review the material and render an opinion as to approve or deny the request. If desired, the Offeror will have the opportunity to withdraw its entire proposal or remove the proprietary restrictions. Cost, information on pricing, or the entire proposal is not considered proprietary.



THE CONTRACT

A. Developing The Contract

Working as a team, the agency and the Law Department will compose a contract that provides the requisite services timely and at a fair price while protecting the City's interest in the event of a breach of the contract. The agency provides the essential and operational information that must be included in a contract:

- What is to be done
- When, how much is to be done
- The quality of the services
- Outcomes
- Results
- Costs
- Any special terms that applies to each contract.

In simple terms, the agency depicts how to determine if the project is correctly completed, and Law Department provides consequences when problems occur.

The drafting attorney, working with the agency, incorporates the details of the scope of work and other substantive terms into the contract.

B. Routing and Executing the Contract

The process of executing the contract starts, when both the City and the successful Offeror approve the contract drafts. Law must review and approve all changes made to a contract by a Contractor (other than obvious typographic errors). “Executing” means finalizing the agreement with certification and original signatures of the City and the Contractor. Executing the contract requires the following steps:

1. Contractor signs three (3) originals of the contract and returns them to the Agency.
2. The department head indicates their approval of the contract, by signing on the line marked “APPROVED” provided on the signature page.
3. The contract manager completes the Price Agreement Entry Form and sends it to Purchasing (by fax, e-mail, or interoffice mail).
4. The contract manager prepares routing instructions. Route the three originals of the contract appropriately. Attach completed Form 147 if appropriate. (See routing slip)
5. Contract Compliance must verify contractor's compliance with EEO for contracts of \$5,000 or more.
6. Law approves the contracts as to form.
7. Finance certifies funds.
8. The contract is executed by the City Manager
9. The contract manager retains one original signed contract in the agency's contract file. The Contractor receives the second original signed contract, while the Finance Department gets the third
10. The contract manager advises the Contractor to proceed or transmit an Authorization to Proceed on a signed contract.



CONTRACT ADMINISTRATION

A project is always a joint undertaking that demands clear definition of the role played by the agency in working with the Contractor toward achieving the objectives of the project. The employment of an outside contractor or consultant does not in any way minimize the responsibility of the agency for the goals of the project and the way it is carried out in achieving its projected results.

A. Authorization to Proceed

1. Generally

An Authorization to Proceed directs the commencement of a specific project. The contract describes the type of work involved in the project. An Authorization to Proceed will generally award a specifically described project to a Contractor who already has a current contingency contract. If not included in the contract, attached to the Authorization must include a detailed scope of service, a budget, and work schedule for the specific project. Sufficient funds not previously certified to the contract require a Form 9 (Request for Certification - should be prepared for the specific project). Attached as an Appendix is a sample of Authorization to Proceed.

2. Processing of Authorization to Proceed

- The agency and the Contractor must sign and date the Authorization or the specific project contract.
- The Law Department must approve it as to form.
- Finance must certify funds if necessary.
- The City Manager, or the agency's Board or Commission must approve and authorize it.

3. *Special Uses of Authorization to Proceed*

The Authorization maybe used for other purposes. Such as commencing Phase 2 of a project when both Phase 1 and 2 are described in the RFP/RFQ and in the contract. In these cases where the detailed scope of service, budget, and work schedule are already a part of the original contract, the Contractor's signature, Law's approval as to form, and the City Manager's, Board's, or Commission's authorization are not required.

4. *Custody of Signed and Approved Authorization to Proceed*

Send a copy of the signed and approved Authorization (or specific project contract) to the Contractor and Finance Department. Retain a copy in the agency's contract file.

B. Monitoring

1. *Policy Statement*

The agency shall monitor and document a Contractor's performance during the course of a contract.

2. *Criteria and Goals*

Establish specific monitoring criteria, standards, and measures with the Contractor. The criteria may include issues of quality, quantity, phases, completion of specified phase(s) of a project, etc. The monitoring guidelines should incorporate into the contract. Most agencies will include these criteria in the scope of work section of the contract. In certain situations, monitoring guidelines are used as benchmarks that must be completed satisfactorily prior to interim payment.

Effective contract monitoring should encourage a better working relationship with the Contractor by:

1. Identifying and resolving any problems at an early stage when adjustments or corrections can be made quickly and inexpensively, and
2. Identifying opportunities for more effective and efficient performance.

Documenting the progress of a Contractor's performance provides an objective basis for possible bonus awards based on savings or the imposition of sanctions.

3. *The Contract Manager*

Agencies should appoint a contract manager (a.k.a. project monitor) or team who has sufficient professional expertise to monitor and evaluate the Contractor's performance. Department or division heads should delegate to the contract manager sufficient decision-making authority regarding the contract.

4. *The Duties of the Contract Manager*

1. **Communicate.** The contract manager should advise the Contractor of the name and telephone number of the agency's contract manager. When applicable, send a notice of change in the contract manager to the Contractor.
2. **Monitor.** The contract manager (or team) should monitor, verify, and document the on-going performance of the Contractor in relation to the standards specified in the contract. Methods of verifying progress may include:
 - Observing a Contractor while working
 - A review of the work to date
 - Status reports from Contractor
 - Inquiring from customer the level of satisfaction
3. **Document the Progress.** The contract manager should document the Contractor's progress by making notes of observations, informal or formal discussions, and suggestions made by the Contractor and the agency's evaluation and responses. Retain the monitoring documents in the agency's contract file.
4. **Document Compliance.** The contract manager should ensure receiving appropriate documentation from the Contractor that is current and in compliance. E.g., affidavits from subcontractors, Workers' Comp or other insurance coverage, etc.
5. **Track Costs.** Track the time spent by the contract manager on the project and include to the total cost of the contract. The manner and degree of precision for tracking the contract manager's time is within the discretion of the agency. If appropriate, the City's cost in monitoring a contractor maybe considered an additional factor in the final evaluation or future selection of a particular contractor.

C. Amendments

1. *Policy Statement*

A contract, properly negotiated and drafted, protects the City's beneficial and economic interests. Amendments alter legal documents. Altering the terms of contracts is an exceptional process. The terms of a contract should be modified only when both the City and the Contractor gain, or give up, something of corresponding value receive or surrender something of corresponding value. An amendment should be prepared when any substantive term (quality, quantity, price, term, or timeliness) of a professional service contract is changed.

2. Amendments are Processed the Same as Contracts.

Amendments are contracts and must be signed by the Contractor, approved by the department head, and approved as to form by Law. The City Manager's Office or the agency's Board or Commission must approve and sign any amendment. Maintain signed copies of an amendment in the agency's contract file, the Finance Department, and one sent to the Contractor.

3. *Prohibited Amendments*

Amendments that give additional compensation or time to a Contractor, or reduce the quality or quantity of services to be provided, without the City receiving additional, comparable value, are expressly prohibited.

Examples of prohibited amendments include:

- Renewing or extending a contract when the renewal option was not announced in the Notice and the RFP, and included in the contract.
- Raising the Contractor's compensation during the term of a contract when such increase was not expressly authorized in the original contract.
- When not in the City's best interest, extending the time for performance without additional services to be provided to the City or without a reduction in the contract price.
- Reducing the amount or quality of service without a corresponding reduction in contract price.

*Amendments may **not** be used:*

- To circumvent procedures intended to encourage competition;
- To decrease or negate the competitive aspects of the initial contract award in regard to a Contractor's qualifications or the quality, quantity, timeliness or price of the service provided;
- To lower the contractual performance standards; or
- To correct deficiencies in a Contractor's performance.

4. Procedure to Amend a Contract

Written Request for Contractor for an Amendment. All requests from a Contractor or a City agency for a change in the contract should be in writing and must include the reasons and justifications for making the change.

Changes must be in the best interest of the City. All changes in substantive contract terms must be in the best interests of the City and its citizens. If negotiation with the Contractor is necessary, document them.

There must be Sufficient Consideration for the Changes. Consult the Law Department to assure the City's legal interests are protected and consideration provided by the Contractor is sufficient.

Prepare an Amendment and Routing Slip. Indicate the original contract amount and the amount of all-previous change orders and/or amendments. If additional funding is required, prepare a Form 9. Prepare a routing slip.

Signatures and Approvals. The Contractor and department head must sign two copies of the amendment, and have Law Department approve as to form.

The Price Agreement Change Order Form. Complete the Price Agreement Change Order Form and send it to Purchasing (by fax, e-mail, or interoffice mail).

Review by Law. Law reviews and approves the amendment as to form.

Certification by Finance. Finance will certify funds if the agency complies with Admin Reg. 23.

Execution by the City Manager's Office. The City Manager's Office or the agency's Board or Commission must execute any amendment.

Custody of the Signed Amendment. The Finance Department maintains a copy of the signed amendment, while the Contractor receives the other signed copy. The agency retains a copy of the amendment in the contract file.

D. Change Orders

1. Policy Statement

Change orders relating to professional service and service contracts **may be used only**:

1. For administrative matters, or
2. To carry out the terms of a contract

Change orders may **not** be used:

1. To change the terms of a professional service contract
2. To enlarge or expand the scope of service
3. To increase the compensation for the Contractor, or
4. Change the rights, duties and responsibilities of any party to a professional service or service contract.

2. Permitted Uses of Change Orders

Administrative matters for which a change order may be used include:

- Canceling excess funds already certified.
- Changing the line coding for internal accounting purposes.
- Shifting monies from one fund to another.
- Initially certifying money to a new fund.
- Adding another City agency as an additional purchaser on an existing contract.

Change orders may also be used to implement the contract. Some change orders require the signature of the Contractor and a representative of the agency. Consult the Law Department for specific information. Examples of change orders include:

- Renewing a contract when the renewal option was announced in the Notice, the RFP/RFQ, and included in the original contract
- 1. Raising the Contractor's compensation during the term of a contract when such increase was expressly authorized in the original contract

3. Procedure for Obtaining Change Orders

Complete Form 9 (Request for Certification of Contract or Agreement) and/or Form 24 (Cancellation or Change Order) if the contract is not an EPS document. If applicable, a representative of the agency should sign the same document signed by the Contractor. Contact the Law Department for specific assistance.

Send a Form 9 or a Form 24 and its attachments when appropriate to Finance. Send a copy of Form 24 to Purchasing. Maintain separate copies of all change orders with the Finance Department and in the agency's contract file. Forward a copy of the signed change order or attachment to the Contractor.

Complete the Price Agreement Change Order Form and send it to Purchasing (by fax, e-mail, or interoffice mail).

E. Contract Performance Evaluation

1. Policy Statement

The contract manager (or team) should evaluate the contractor's overall performance in relation to the contractual standards or criteria, at the end of the contract

2. Performance Rating

A rating system using a numeric system applied to predetermined points of emphasis or category items will be the basis for awarding the winning proposal. The proposal earning the most points for all category items is the winning proposal. This can include scores based on oral and written presentations, or both. The specifics that form the basis of the evaluation should be established before the RFP's are available to vendors. In the event a tie occurs, a panel of no less than three City members will conduct an interview separately with each representative(s) from the winning proposal. The interview will be conducted with a list of predetermined questions that each panel member will rate with the same grading system to determine a winner. If a tie occurs with the interview, the panel will discuss each interview question individually in determining a winner for each one. Another words, awarding each question to the offeror who best answers the question on behalf of the City. It is important to have an odd set of questions in the initial interview process, in case it goes to the final tiebreaker.

- **Outstanding: 5 Points** - Performance exceeded the contractual criteria; more quantity, better quality, less cost, and ahead of schedule.
- **Above Average: 4 Points** - Performance shows strengths in some areas, and weakness in others.
- **Satisfactory: 3 Points** - Performance meets the contractual criteria's minimum.
- **Marginal: 2 Points** - Performance meets some of the contractual criteria, but not all.

- **Unsatisfactory: No Points** - Performance meets little or none of the contractual criteria. ***

The final evaluation and rating should occur prior to the final payment. The agency can achieve better results from the Contractor through effective communication and monitoring their performance.

Retain in the agency's contract file **Documentation** of the evaluation and justifications for the rating. A copy of this documentation forwarded to Purchasing.

The final rating may be considered in the future selection of contractors.

F. Payments to Contractors

1. *Policy Statement*

The following four items must occur, before making any interim or final payments to a Contractor. A Contractor is entitled to have its Claim Voucher process immediately once these measures take place.

1. The Contractor performed the work described in the contract.
2. The work performed by the Contractor was satisfactory and met the standards or measures described in the contract.
3. The Contractor submitted a completed Claim Voucher.
4. Agency personnel verified or confirmed the work described on the Claim Voucher was duly authorized, completed satisfactorily, and priced.

2. *Payment Procedure*

(**Note:** The following procedures for processing a Claim Voucher are summarized and modified from the instructions contained in the Manual of Instruction for Completion of Financial Documents, Revised October 1989, pages 37 - 41.)

All claims for payment on professional services received by the City must be presented in three copies on a Claim Voucher, Form 37-S. The City agency responsible for processing the claim must check the accuracy of the Contractor's information, add accounting information, enter data in CFS, and approve as to form.

*** Unsatisfactory performance **must** be documented immediately. The Contractor **must** be advised in writing as soon as practicable of unsatisfactory performance. In a non-emergency situation, the Contractor should be provided reasonable opportunity to correct unsatisfactory performance or contract will be terminated by the City

CONTRACT ADMINISTRATION

Attached, as an Appendix is a completed Claim Voucher, Form 37-S, with numbers identifying the various items. Each identifying number is in parenthesis and explained below. Form 37-S has three copies: green, white, and pink.

Examine the following checklist items 1-10, in identifying the entries are correct according to the Instructions for Claimant.

1. Verify the Claim Voucher is directed to your agency. Check the **Name of Department, Office or Institution Receiving Goods or Services (6)**.
2. Check that the **City Order, Contract, or Agreement No. (3)** agrees with the contract or agreement and that it is on the right line on the Claim Voucher. Putting the contract number on the line for the reference number is a common mistake made. .
3. Check that the **Discount Terms (5)** are the same as those agreed to in the contract or agreement and that the discount amount is deducted. City policy is to take all discounts. **Discount Type** should be left blank. Used with future enhancements to CFS.
4. Check that the **Vendor's or Contractor's Name and Address (8)** agree with the information on the contract or agreement.
5. Check for a **Signature (10)** accompanied by the legible **Name of Vendor and Title**.
6. Check that the services listed on the Claim Voucher correspond to those listed in the contract or agreement. Clearly, describe the services received (9).
7. Check that the unit price corresponds to that on the contract or agreement.
8. **(11) Total:** Check the accuracy of all mathematical extensions (quantity times unit price). Check the addition on extended dollar amounts if multiple items, or several invoices. Fill-in the total after any discount.
9. **(12) Accounts to be Charged:** Complete the Fund, Agency, Organization, Sub-organization Numbers, Object Code, Sub-object Code, (or Revenue Code, Sub-revenue Code, or Balance Sheet Account), Project or Job Number, Activity Code, and Reporting Category, if applicable.

10. **(13) Partial, Final:** Check whether the Claim Voucher is for partial or final payment. A checkmark in the "final" block will result in the cancellation of any remaining funds listed on the voucher.
11. **(14) DOCID:** Fill in the two-digit transaction code, the three-digit agency code, and the voucher number.

The two-digit transaction code for the voucher is normally (PV). Exceptions to this are:

- Use (PVV) if the voucher is "No Cert."
- Use (PVQ) if the reference is on a contract

Use the three-digit agency code that is part of the account code on the voucher. Use the preparing agency's three-digit code when charging more than one agency. For easy reference assign voucher numbers sequentially each year.

12. **(15) Vendor Code:** This is the number assigned to the Contractor, usually the federal tax ID number.
13. **(16) Services or Quantities:** Forward the Claim Voucher to the contract/project manager who can certify services were performed satisfactorily. This signature should appear on the Claim Voucher. Return Claim Voucher to the central office of the agency, once the authorized manager signs the claim voucher.

Review the Claim Voucher as a whole in checking for internal consistency and errors missed previously.

14. **(17) Signature of Approval:** The head of your department, Board, or Commission must sign the Claim Voucher, or whom someone has formally been designated.
15. **(18) Prepared By:** The person preparing the document is to initial it.

3. *Special Problems*

When charging payment to an appropriation year other than the current one, note the appropriation year charged immediately preceding the account code.

(19) Approved as to Price and **(20) Found Correct:** Are Spaces to be left blank for the Division of Accounts and Audits to use?

4. *Routing Instructions:*

- Enter the voucher data into CFS using a QV transaction code. The QV posts the transaction to the appropriate ledges and recognizes the expense without scheduling the voucher for payment.
- Remove and retain the pink copy in your departmental files as your record of payment.
- Staple the original contractor's invoice to the back of the green voucher copy. Fasten the two invoice copies with a paper clip (no staples) and forward them to the Division of Accounts and Audits in the disbursement office.
- The disbursement office will review the voucher in assuring funds are encumbered on a PG from the contract issued; and the payment is a legitimate expense to the City. Once they verify the information is correct, it will be scheduled for payment. It takes about 14 days for a check to be issued, after the agency requesting payment enters the information from the voucher into CFS.
- The white copy will be returned with a stamped payment date. Note any changes to the pink copy and file away according to departmental policy.

G Contract Files

1. *Policy Statement*

Agencies must maintain a file for each contract awarded.

2. *Contents of Files*

The file should contain and retain for the period indicated:

1. Copy of the **contract and any amendments** for 15 years from the date the last payment was made under the contract.
2. Copies of the **RFPs or RFQs** and proposals submitted by Contractors can be obtained for up to 15 years, from the date of the last payment made under the contract.

CONTRACT ADMINISTRATION

3. Copy of **change orders** that are administrative and do **not** require the signature of the Contractor – for the length of the contract.
4. Copy of **authorizations to proceed and/or change orders** for up to six years from the date the last payment was made under the contract.
5. Copy of the approved **Request for Sole Source or Emergency contract**, if applicable – for the length of contract
6. Copy of the **Additional Value Report**, if applicable – for the length of contract.
7. Copy of the **monitoring documentation and final evaluation** of the Contractor for six years from the date the last payment was made under the contract.

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(Will be done just before finalization of this manual)

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NOTES



CITY OF CINCINNATI REQUEST FOR PROPOSALS

(RFP Title)

DUE DATE:

RFP NUMBER:

ACCEPTANCE PLACE:

Requests for information related to this Proposal should be directed to:

Issue Date:

NOTE: The City publishes information on the City of Cincinnati Internet web site at www.cincinnati-oh.gov, which includes the Cincinnati Municipal Code and the information concerning the rules and registration information about the Small Business Enterprise Program. The Vendor Registration Application (Form 59) can be downloaded from the City Internet site.

AVAILABILITY ESTIMATION - Non-Discrimination Program (CMC 321-159)

The preliminary availability estimate for this project is:

Commodity Code _____ Description _____

_____ % Minority

_____ % Female

**REQUEST FOR PROPOSAL
FROM THE CITY OF CINCINNATI
(Department/Division)
(RFP Title)**

SECTION/TITLE

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I. REQUEST

INTRODUCTION

The City of Cincinnati, Ohio, (hereinafter referred to as "City") is issuing this Request for Proposals (hereinafter "RFP") pursuant to the provisions of the Cincinnati Municipal Code, Chapter 321 and City Manager Administrative Regulation 23 for Professional Services, from parties, (hereinafter "Offerors"). The Offeror shall provide *(general statement of services required - reason for RFP)*

GENERAL BACKGROUND AND INFORMATION

(General background of department/division and general background of purpose for RFP.)

SCOPE OF SERVICES/SPECIFICATIONS

(Detailed outline of the project. What tasks are expected from Offeror, what objectives are expected to be met, etc.)

The specifications in the RFP should clearly and specifically identify the required deliverable, outcome, or results the agency expects to achieve as a result of the work of the contractor and the criteria, standards, and/or measures the work must meet.

- A. *Specifically describe the quantity, quality, and timeliness of the service to be provided.*
- B. *Specifically describe or reference the professional or technical qualitative characteristics that the service, deliverable, or outcome must meet in order to be accepted by the City.*
- C. *If applicable, identify essential minimum and mandatory qualifications, criteria, and/or standards.*
- D. *As an option, the agency may include preferred standards and criteria for the Offerors and/or the proposal. However, preferred standards or criteria may not unduly restrict competition.*

QUALIFICATIONS

Describe the desired qualifications in a successful Offeror. May want to include:

- A. *Offeror's Ownership*
- B. *Personnel Qualifications*
- C. *Competitive Position and Future Commitment*
- D. *Experience*
- E. *Demonstration of expertise in its field*
- F. *Etc.*

TIMETABLE

Milestones for the Process are:	Date
1. <u>Release of RFP</u>	<u>00/00/0000</u>
2. <u>OFFERORS SUBMIT PROPOSALS</u>	<u>00/00/0000</u>
3. <u>City initiates negotiations with preferred Offeror (approx.)</u>	<u>00/00/0000</u>

QUESTIONS CONCERNING THE RFP

Persons who have questions concerning this RFP are encouraged to submit written questions to:

(name, address, phone number, e-mail address of person to contact for questions)

Would it be beneficial for potential Offerors to attend and participate in a pre-submission meeting with agency representatives? In most cases, a pre-submission meeting is not mandatory for the Offerors. State here the date, time and location of any pre-submission meetings. Detail the particulars of the meeting, i.e. how questions should be submitted, how questions will be answered, if a collection of written responses to all questions raised at the meeting will be distributed to all Offerors (be sure to provide yourself enough time to respond to questions before the proposal deadline).

RFP SUBMISSIONS

The Offeror shall develop a written response to this RFP structured to comply with Section II of this RFP.

While each proposal will be considered objectively, the city assumes no obligation to accept to take action on any proposal. The City assumes no liability for any costs incurred in preparing or submitting any proposals.

An original and *(state number of copies desired)* copies of the proposal must be submitted to:

(name and address of person accepting proposals)

All proposals must be submitted in a sealed envelope. The following notation should be on the sealed envelope:

(RFP reference number): (description of RFP), Due MM dd, yy, (time proposal due) EST.

The **deadline** for responding to this RFP and for submitting all related materials is:
(date and time proposals due)

Late proposals will not be accepted.

Proposals can be withdrawn at any time, if requested *in writing*, until the deadline date, at which time proposals will be considered firm.

Offerors submitting proposals in response to and consistent with this RFP must submit each of the following:

(state what you want to have submitted with proposals, i.e.:

- 1. Form OCC 147, Equal Employment Opportunity Program*
- 2. Forms of insurance evidencing coverage or a statement that the necessary coverage will be obtained. The necessary coverage is provided in Section III of the RFP*
- 3. References*
- 4. Etc.)*

SELECTION PROCESS AND AWARD CRITERIA

Selection of a preferred Offeror and subsequent award of contract will comply with City Administrative Regulation No. 23 and the Cincinnati Municipal Code. The City will award a contract to the successful Offeror considering the total requirements for this procurement and what will be in the “Best Interest of the City” in accordance with CMC Chapter 321.

The City’s Project Committee will review and evaluate all properly submitted proposals that are received on or before the deadline. The committee will then select the proposal that is “Most Advantageous” to the City taking into consideration price and evaluation factors set forth below: *(see examples below)*

Content and completeness of proposals submitted.

Advantages and disadvantages to the City which could result from the proposal.

The fees proposed by the Offeror.

Demonstrated expertise

Quality and content of the materials.

Support services available through the Offeror

(Clearly describe how the Offerors are to demonstrate compliance with the identified qualifications, criteria, and/or standards. However, be considerate of Offerors' time and cost to comply. Balance the relevance of requested information with the Offerors' cost of providing it.)

- A. How will the agency verify the prior experience and accomplishments of the Offerors?*
- B. By establishing the evaluation criteria before issuing the Request for Service, the agency can better assure that all relevant information has been requested.*
- C. Be sure the evaluation criteria are consistent with the information solicited in the Request for Service.*

- D. *Consider using a firm's location as part of the evaluation criteria, for example, within the City, within the county, within the Primary Metropolitan Statistical Area (PMSA), etc.*

The City reserves the right to ask for additional information and clarification from or about any or all of the Offerors. The City may require selected Offerors to make an oral presentation of their proposals.

The City's selection committee will submit its findings to the (*department head*), the (*department head*) will submit a recommendation to the City Manager who will make the award for the City pursuant to CMC Section 321-1-A2.

COMPETITION INTENDED

Competition shall be generated to the maximum extent practicable, including opportunities for Small Business Enterprises through the Small Business Enterprise (SBE) Program (CMC Chapter 323, Ordinance 335-1999).

PROCESS FOR ENTERING INTO AGREEMENT

The Offeror who's proposal is found to be the "Most Advantageous" to the City of Cincinnati will be offered the opportunity to enter into an Agreement with the City. The scope, terms and conditions of that Agreement shall be in substantial conformance with the terms, conditions and specifications described in this RFP and with the proposal that is submitted by the Offeror whose proposal is found to be the "Most Advantageous" to the City.

The Offeror should be prepared to begin contract negotiations upon notification of the Award. If the Offeror is not able to begin contract negotiations, the City may disqualify that Offeror.

The City reserves the right to negotiate the Agreement to include any portion or portions of the services covered by this RFP. The City reserves the right to reject any and all proposals in total or by components.

ADDITIONAL INFORMATION

The City reserves the right to check all references furnished and consider responses received in determining the award.

The City reserves the right to perform investigations as may be deemed necessary by the City to assure that competent persons will be and are utilized in the performance of the Agreement and to verify the accuracy of the contents of proposals.

All proposals are subject to the disclosure provisions of the Ohio Public Records provisions of Ohio Revised Code Chapter 149.43.

The City publishes information on the City of Cincinnati Internet web site at www.ci.cincinnati.oh.us, which includes the Cincinnati Municipal Code and the information concerning the rules and registration information about the Small Business Enterprise Program. The Vendor Registration Application (Form 59) can be downloaded from the City Internet web site.

AVAILABILITY ESTIMATION - Non-Discrimination Program (CMC 321-159)

The preliminary availability estimate for this project is:

Commodity Code _____

_____ % Minority

_____ % Female

All bidders, proposers, vendors, and contractors (collectively referred to herein as “bidders”) are required to make efforts to ensure that minority and women owned businesses are not discriminated against on the basis of race, ethnicity or gender, and to demonstrate compliance with the Non-Discrimination Program (CMC 321-159) requirements at, or prior to, the time of bid opening.

Bidders are required to show that they’ve made a good faith effort to get the maximum practical participation of minority and women-owned businesses on this project. This doesn’t mean that you are required to subcontract any of the work just to get participation by minority or women-owned firms, nor does it mean that you are required to subcontract if it is not the common and accepted industry practice on a project of this type. Where work can be broken into smaller units, it should be done so as to permit maximum participation, based on the availability estimate.

II. PROPOSALS

CONTENT AND FORM OF PROPOSALS

The proposal must be signed by a person who has legal authority to contractually bind the Offeror.

The Proposal shall include, but is not limited to, the following and must be presented in the following order:

- A. *What documents are to be submitted? In what order? In a particular format? Will the agency review all the documents? Will the absence, presence, or content of these documents have an impact on the selection of the ultimate contractor?*
- B. *Can the agency minimize the Offerors' time and costs in providing the requested information?*
- C. *Examples of content to be submitted by Offerors:*
 - C.1 *Letter of Proposal Submission*
 - C.2 *Introduction and Executive Summary*
 - C.3 *Company Credentials*
 - C.4 *Staff Credentials*
 - C.5 *Experience in Field*
 - C.6 *Services Provided*
 - C.7 *Itemized Budget for Project**(you should describe each section as to what information should be included in each category)*

EXCEPTIONS

The proposal shall include a statement indicating compliance with the Terms and Conditions presented in Section III of this RFP or a statement indicating any exceptions thereto subject to negotiations.

III. CONTRACT TERMS AND CONDITIONS

The Offeror's response to this Request for Proposal (RFP) will be made a part of the contract with the City. Terms and Conditions, substantially in the form contained herein, shall be included in the Agreement between the City and the successful Offeror. In this Section, "Offeror" is referred to as "Contractor."

Unless otherwise stated by the Offeror in the response to this RFP, the Offeror agrees to the following Contract Terms and Conditions, which will become part of the subsequently negotiated contract.

TERM

The term of this Agreement shall commence on the effective date of the Agreement. Delivery of equipment and associated services shall be complete within ninety (90) days of the contract signing.

SUBCONTRACTING

None of the work or services covered by this Agreement shall be subcontracted, except as set forth herein, without the prior written approval of the City of Cincinnati. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

ASSIGNMENT OF CONTRACT

The contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same, whether by assignment or novation, without the prior written consent of the City of Cincinnati.

COMPLIANCE WITH LAWS AND POLICIES

This Agreement is subject to and Contractor shall comply with all statutes, ordinances, regulations, and rules of the Federal Government, the State of Ohio, the County of Hamilton and the City of Cincinnati.

EQUAL EMPLOYMENT OPPORTUNITY

This Agreement is subject to and Contractor shall comply with the provisions of the Equal Employment Opportunity Program of the City of Cincinnati contained in Chapter 325 of the Cincinnati Municipal Code (Ordinance 331-1999). Section 325-9 of the Cincinnati Municipal Code is hereby incorporated by reference into this Agreement.

The Equal Employment Opportunity Program regulations require the vendor determined to be the lowest and best bidder complete and submit an OCC 147 form. The OCC 147 form is designed to provide an evaluation of the vendor's policies and practices relating to the extension of equal employment opportunity to all persons without regard to race, religion, color, sex, national or ethnic origin, age, handicap, or Vietnam military service.

Failure to comply with the City's request for submission of the OCC 147 form within ten days of the date of the request will be sufficient cause to reject the bid due to the vendor being non-responsive.

SMALL BUSINESS ENTERPRISE

This Agreement is subject to and Contractor shall comply with the provisions of the Small Business Enterprise Program contained in Chapter 323 of the Cincinnati Municipal Code. Section 323-99 of the Cincinnati Municipal Code is hereby incorporated by reference into this Agreement.

Details concerning this program can be obtained from the Office of Contract Compliance, Two Centennial Plaza, 805 Central Avenue, Suite 700, Cincinnati, Ohio, 45202, (513) 352-3144.

The Contractor shall utilize best efforts to recruit and maximize the participation of all qualified segments of the business community in subcontracting work, including the utilization of small, minority and women business enterprises. This includes the use of practices such as assuring the inclusion of qualified Small Business Enterprises in bid solicitations and dividing large contracts into smaller contracts when economically feasible.

The SBE must be certified under the appropriate city commodity code by the time of the bid closing. The SBE may seek certification by contacting the Office of Contract Compliance.

PROMPT PAY

This Agreement is subject to the provisions of Chapter 319 of the Cincinnati Municipal Code, which provides for a "Prompt Payment System."

POLITICAL ACTIVITY RESTRICTIONS

The Contractor shall comply with the requirement of the Political Activity Restrictions of the City of Cincinnati contained in Ordinance No. 358-1992.

EVALUATION, REPORTS, INFORMATION AND AUDITS

The Contractor agrees to participate full in all evaluation activities initiated by the City. The Contractor, at such times and in such form as the City of Cincinnati may require, shall furnish the City of Cincinnati such reports as may be requested pertaining to the work, student participation, course tracking, and services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement. The Contractor shall retain all financial and administration records for a period of three years after the expiration or termination of this Agreement, and shall permit the City of Cincinnati or any of its representatives or auditors access to such records.

HOLD HARMLESS

The Contractor shall protect, defend and hold harmless the City of Cincinnati, its agents, employees, and volunteers from any and all loss, claims, expenses, actions, causes of action, costs, damages, and obligations, financial or otherwise, including attorney fees and legal expenses, arising from any and all acts of the Contractor, its agents, employees, licensees, invitees, that result in injury to persons or damage to property.

INDEMNIFICATION AND INSURANCE

The Contractor shall indemnify the City of Cincinnati from any and all loss, claims, expenses, actions, causes of action, costs, damages, and obligations, financial or otherwise, including attorney fees and legal expenses, arising from any and all acts of the Contractor, its agents, employees, licensees, that result in injury to persons or damage to property.

The Contractor, at its sole cost and expense, shall procure and maintain Workers Compensation insurance coverage. A copy of a document evidencing such Workers Compensation coverage shall be furnished to the City of Cincinnati prior to commencement of services by the Contractor under this Agreement.

The Contractor, at its sole cost and expense, shall procure and maintain at all times during the term of this Agreement Comprehensive General Liability Insurance (including personal injury) with a combined single limit for personal injury and property damage of not less than One Million Dollars (\$1,000,000) per occurrence.

The Contractor, at its sole cost and expense, shall procure and maintain at all times during the term of this Agreement Automobile Liability (including Non-Owned and Hired Auto Coverage) of not less than One Million Dollars (\$1,000,000) per occurrence.

The Contractor shall have the City of Cincinnati named as an additional insured. The Contractor shall furnish to the City of Cincinnati Certificates of Insurance certifying the above types and amounts of insurance. Such Certificates shall include a Notice of Cancellation clause with notification being sent to the City of Cincinnati.

CONFLICT OF INTEREST

- A. No officer, employee, or agent of the City of Cincinnati who exercises any functions or responsibilities in connection with the planning and carrying out of the program, nor any immediate family member, close business associate, or organization which is about to employ any such person, shall have any personal financial interest, direct or indirect, in the Contractor or in this Agreement and the Vendor shall take appropriate steps to assure compliance.
- B. The Contractor agrees that it will not contract with any subcontractor in which it has any personal financial interest, direct or indirect. The Contractor further covenants that in the performance of this Agreement no person having any conflicting interest shall be employed.
- C. The Contractor agrees not to engage in activities on behalf of the City that produce a direct or indirect financial gain for the Contractor other than the agreed-upon compensation, without the City's informed, prior, written consent.

CONFIDENTIALITY

The Contractor, its agents, and its employees, will keep and retain any and all information and records generated under this Agreement in the strictest confidence and will neither use such information or records nor disclose such information or records to anyone without the explicit written permission of the City of Cincinnati. The Contractor warrants that it has and will continue to have safeguards in place to assure that such information and records are kept confidential by the Contractor, its agents, and its employees.

PROPRIETARY MATERIALS

The City of Cincinnati acknowledges that in the course of performing services, the Vendor may use products, materials, or propriety methodologies. The City of Cincinnati agrees that it shall have or obtain no rights in such propriety products, materials, and methodologies except pursuant to a separate written agreement executed by the parties.

The Vendor acknowledges that in the course of performing services for the City of Cincinnati, the materials and information produced for the City of Cincinnati are the exclusive properties of the City of Cincinnati and may not be disseminated in any manner without prior written approval of the City of Cincinnati.

WARRANTY

The Contractor warrants that the services to be provided by it hereunder will be performed in a good, timely, and professional manner by qualified staff and in accordance with generally accepted professional end-users. The Contractor further warrants that the design and recommended solution are workable and capable of meeting the Project Objective.

OWNERSHIP OF PROPERTY

The Contractor agrees that at the expiration or in the event of any termination of the Agreement that any memoranda, maps, drawings, working papers, reports, records, files either electronic or paper and other similar items produced in connection with this Agreement shall become the property of the City of Cincinnati and the Contractor shall promptly deliver such items to the city of Cincinnati.

TERMINATION

- A. **Termination of Contract for Cause.** If, through any cause, the contractor shall fail to fulfill in a timely and proper manner the Contractor's obligations under this Agreement or if the Contractor violates any of the terms and conditions, covenants or agreements of the Agreement, if no attempt is made to cure the failure within a period of ten (10) days or a longer period specified in writing, the City of Cincinnati shall have the right to terminate this Agreement by giving written notice to the Contractor specifying the effective date of the termination, at least five (5) days before such effective date. Notwithstanding the above, the Contractor shall not be relieved of liability to the City of Cincinnati for damages sustained by the City of Cincinnati by virtue of any breach of this Agreement by the Contractor, and the City of Cincinnati may withhold any payments to the Contractor for the purposes of set-off until such time as the exact amount of damages due the City of Cincinnati from the Contractor is determined. Exceptions may be made with respect to defaults of subcontractors.
- B. **Termination for Convenience of City.** The City of Cincinnati may terminate this Agreement by giving thirty (30) days notice in writing from the City of Cincinnati to the Contractor. If this Agreement is terminated by the City of Cincinnati as provided, the Contractor will be paid an amount which bears the same ratio to the total compensation, as the services actually performed bear to the total services of the Contractor, covered by this Agreement less payments of compensation previously made.
- C. **Alternatives to Termination.** In the event the Contractor fails to fulfill the terms and conditions of this Contract in a timely and diligent manner, the City reserves the right, at its sole option, as an alternative to termination of the Contract, to reduce the services required herein of the Contractor and reduce the project budget in a manner which reflects such a reduction, by giving notice of such in writing, stating the date such reduction will become effective.

INDEPENDENT CONTRACTOR

The Contractor shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of the City of Cincinnati. Contractor shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder and all persons performing the same and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors, if any. Nothing herein shall be construed as creating a partnership or joint venture between the City of Cincinnati and Contractor. No person performing any of the work or services described hereunder shall be considered an officer, agent, servant or employee of the City of Cincinnati, nor shall any such person be entitled to any benefits available or granted to employees of the City of Cincinnati.

WAIVER

This agreement shall be construed in a manner that a waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other breach of such provision or of any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provision.

LAW TO GOVERN

The Agreement is entered into and is to be performed in the State of Ohio, City of Cincinnati and Contractor agrees that the law of the State of Ohio shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and shall govern the interpretation of this Agreement and jurisdiction for any claim or lawsuit arising or resulting from this Agreement shall be Ohio courts and the venue or place for such lawsuit shall be Hamilton County, Ohio.

AMENDMENT

This Agreement may be modified or amended only by a written agreement duly executed by the parties hereto or their representatives.

ENTIRETY

This Agreement and the Exhibits attached hereto contain the entire Agreement between the parties as to the matters contained herein. Any oral representations or modifications concerning this Agreement shall be of no force and effect.

SEVERABILITY

This Agreement shall be severable, if any part or parts of this Agreement shall for any reason be held or unenforceable by a court of competent jurisdiction, all remaining parts shall remain binding and in full force and effect.

IV. FORMS

MISCELLANEOUS FORMS TO BE EXECUTED BY OFFEROR AND SUBMITTED WITH PROPOSALS

(see following pages)



City of Cincinnati NON-DISCRIMINATION PROGRAM REQUIREMENTS

All bidders must complete the forms in this section in order for a bid to be considered responsive. All bidders covenant specifically not to discriminate against minority and women-owned businesses in the bid process or the performance of a contract.

It is in the City's best interest to ensure equal opportunities for minority and women-owned businesses in the bid/proposal process and, ultimately, in the contract process based on their availability, capacity and willingness to perform. Therefore, you will find on the cover of this bid/proposal an availability estimate. This figure is a percentage based on a review of the City's vendors' database, including certified minority and women-owned businesses. Businesses are identified based on the areas of work included in the specifications for this project.

Bidders are required to show that they've made a good faith effort to get the maximum practical participation of minority and women-owned businesses on this project. This doesn't mean that you are required to subcontract any of the work just to get participation by minority or women-owned firms, nor does it mean that you are required to subcontract if it is not the common and accepted industry practice on a project of this type. However, if it is feasible that the work can be broken into two or more smaller units, and then it should be done so as to permit maximum participation, based on the availability estimate.

THE FOLLOWING FORMS MUST BE COMPLETED AND INCLUDED IN THE BID/PROPOSAL AT THE TIME OF SUBMITTAL

- Form 2000 - Offeror's Covenant of Non-Discrimination Policy must be signed & dated.
- Form 2001 - Solicitation Certification Form must be used to list all firms solicited for subcontract work.
- Form 2002 - Joint Venture Agreement Affidavit if applicable with agreement contract.
- Form 2003 - Subcontractor Utilization Plan lists the firms you plan to actually utilize on the project. For a list of certified minority and women-owned businesses, view the web site www.cincinnati-oh.gov or contact the Office of Contract Compliance.
- Form 2007 - Statement of Good Faith Efforts must be signed and included in the bid package.

FORMS THAT HAVE ALTERNATE SUBMITTAL TIMES.

- Form 2004 - Subcontractor Approval Request must be completed and submitted to the Contract Compliance Office within 48 hours after bid/proposal opening. This form captures the subcontractors listed on FORM 2003.
- Form 2005 - Subcontractor Monthly Business Utilization Report must be submitted with the claim voucher for payment monthly.
- Form 2006 - Subcontractor Substitution. All contractors must receive approval from the Office of Contract Compliance for any proposed change in subcontractors from those indicated on the contract prior to the start of work.
- Form 2008 - Final Subcontracting Report must be submitted within 15 days after final inspection of the contract work.

If you have any questions or need assistance in meeting these requirements, contact Contract Compliance at (513) 352-3144.



CITY OF CINCINNATI OFFEROR'S COVENANT OF NON-DISCRIMINATION

Pursuant to the City of Cincinnati's policy of non-discrimination, specifically in its purchasing and contracting practices, by our signature below and as a condition of contract award, we covenant, represent and warrant that:

- We will not discriminate against small, minority and women-owned business enterprises on the basis of race, ethnicity or gender in the process of contracting, subcontracting and purchasing;
- We will use good faith efforts to promote opportunities for minority and women-owned business enterprises to participate in and compete for opportunities to the extent of their availability and capacity;
- We will submit all required forms that indicate our intent to use a diverse business base when awarding subcontracts, purchasing and pursuing teaming opportunities;
- If awarded the contract, we will submit to ongoing monitoring by and submittal of reports to the City's Office of Contract Compliance;
- We will submit to investigations and/or audits by the Office of Contract Compliance in connection with routine monitoring or as a result of specific allegations of discrimination.

Company Representative (Name, Title)

Date



CITY OF CINCINNATI
NON-DISCRIMINATION/SUBCONTRACTING OUTREACH PROGRAM
Solicitation Certification Form

COMPANY NAME:	ADDRESS/TELEPHONE:
BID PACKAGE:	BID DATE:

Please list the name(s) of all firms contacted, and their responses to the above Bid package. If additional space is required, this form may be duplicated.

Name/Address	Type Of Business and Ownership	Type Of Work/Service(s) Solicited	Indicate How Businesses Were Contacted (i.e. Letter, Phone, Fax)	Response To Solicitation (i.e. Will Submit Bid, No Response, Not Interested)	Amount of Bid or Quote	Company Selected? Yes or No	Telephone Fax Number

It is hereby certified that the above firms were contacted and offered an opportunity to propose on the above procurement. We further certify that the above statements are a true account of all firms' responses to our solicitation. We have also attached copies of all bids and/or quotes received. For work we will perform with our own forces, we have indicated above with our own costs.

Company Representative (Name/Title)

Date



FORM 2007
SUBMIT WITH
BID/PROPOSAL

CITY OF CINCINNATI STATEMENT OF GOOD FAITH EFFORTS

Bid Number _____

By the signature below of an authorized company representative, we certify that we have utilized the following methods to obtain the maximum practicable participation by small, minority and women-owned business enterprises on this project. Please indicate which methods you used by placing an **X** in the appropriate place.

_____ Attended one of the quarterly S/M/WBEs Outreach Sessions

_____ Contacted Contract Compliance to obtain list of certified S/M/WBEs

_____ Contacted trade associations that focus on small, minority and women-owned businesses (indicate which associations were contacted)

_____ Identified sufficient subcontracting work to meet goal (attach content of advertisements and written notices to subcontractors indicating type of work to be subcontracted)

_____ Contacted recruitment/placement agencies (attach copy of each letter sent; if faxed, include transmittal confirmation; if mailed, attach copy of envelope or certified mail receipt)

_____ Written Notice to Subcontractors (submit copy of each letter sent, or if one master notification, submit copy of letter and recipient list)

_____ Follow-up to initial solicitations (submit copy of call logs)

_____ Advertising (attach content of advertisements, which must include project name, bidder, work available, contact person's name and number, information on availability of plans and specifications and bidder's policy concerning assistance to subcontractors in obtaining bonds, credit lines and/or insurance; date of advertising and publications)

_____ Assistance with bonds, credit lines, insurance (submit copy of advertising and written notices to subcontractors)

_____ Other (please list any other methods utilized that aren't covered above)

Company

Date

Company Representative (Name and Title)



City of Cincinnati
JOINT VENTURE AGREEMENT AFFIDAVIT

(Completion of this form in its entirety is required when the contractor enters into a joint venture agreement with a Minority and/or Women Business Enterprise firm)

1. Name of Joint Venture *firms*:

Majority contractor _____

Minority firm _____

Women Firm _____

2. Provide a copy of written joint venture agreement.

3. Indicate the joint venture percentage of each company

a) Majority Contractor _____%

b) Minority Firm _____%

c) Women Firm _____%

Signature & Title _____
(Majority Firm)

Date _____

Signature & Title _____
(Minority Firm)

Date _____

Signature & Title _____
(Women Firm)

Date _____

ONLY SUBMIT IF APPLICABLE

Contract Compliance _____ Approved _____ Denied

Signature: _____



Form 2003
SUBMIT WITH
BID/PROPOSAL

CITY OF CINCINNATI
SUBCONTRACTOR UTILIZATION PLAN

THIS DOCUMENT MUST BE PROVIDED WITH BID AND SIGNED BY THE PERSON SIGNING THE PROPOSAL

PROCUREMENT DESCRIPTION:	DATE SUBMITTED:	TOTAL CONTRACT VALUE \$:
COMPANY NAME:	FEDERAL TAX ID#	ADDRESS/TELEPHONE:

The above named company proposes to use the services of the following listed firms.

Name/Address/Telephone	Ownership Status	Certifying Agency	Federal Tax ID#	Type Of Work	Subcontract Dollars	Subcontract Percentage

Business Ownership Status
Minority Owned - MBE
Women Owned - WBE
White Owned - WOB
Small Business Enterprise - SBE
Other Non-certified MBE/WBE

Total MBE	\$	%
Total WBE	\$	%
Total White	\$	%
Total SBE	\$	%
Total Other	\$	%

I certify that the above information is true to the best of my knowledge. I understand that any changes to the above must be submitted in writing on the Substitution Form and approved in advance by the City.

Signature	Title	DATE
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City of Cincinnati
SUBCONTRACTOR APPROVAL REQUEST
Statement of Intent to Utilize Firms

FORM 2004
(SUBMIT WITHIN 48 HRS OF
BID OPENING)

THIS FORM MUST BE COMPLETED AND SUBMITTED TO CONTRACT OFFICER WITHIN 48 HRS OF BID OPENING.
INFORMATION RECORDED HEREIN WILL BE INCORPORATED IN THE AWARDEES' CONTRACT

PROJECT NAME		CONTRACT NO.	
City Agency Administering Contract	Contact Person	Phone No.	
Requesting Contractor Code	Federal Tax ID	Address	Zip
Authorized Representative	Title	Phone No.	
Prime Contractor (If not the same as above)	Federal Tax ID	Address	Zip Code

SUBCONTRACTOR

SUBCONTRACTOR Code	Federal Tax ID	Address	Zip		
Authorized Representative	Title	Phone No.			
Is SBE registered with the City of Cincinnati? YES <input type="checkbox"/> NO <input type="checkbox"/> Minority <input type="checkbox"/> Female <input type="checkbox"/>					
ITEM NUMBER	DESCRIPTION OF WORK	SUBCONTRACT'S CONTRACT AMOUNT \$	% OF TOTAL CONTRACT PRICE	ESTIMATED START DATE	COMPLETION DATE
	Total Value of Work				

SIGNATURES

SUBCONTRACTOR	DATE	
Requesting Contractor	DATE	
Prime Contractor (If not the same as above)	DATE	
Specialist Initial/Date	Contract Compliance Officer	DATE
Contract Administering Agency	DATE	



CITY OF CINCINNATI SUBCONTRACTOR MONTHLY BUSINESS UTILIZATION REPORT

Record of Payments

THIS DOCUMENT MUST BE SUBMITTED WITH MONTHLY INVOICE

PROJECT NAME: CONTRACT#:	DATE FORM SUBMITTED: WORK PERIOD ENDING:
COMPANY NAME:	ADDRESS:
FEDERAL TAX ID#:	CONTACT PERSON:

Subcontractor/Vendor ID# (Street Address/Zip/Telephone)	Indicate Ownership Status	Description Of Work	Total Sub- Contract Amount	Amount Paid For The Period	Total Amount Paid To-Date	Percentage Of Work Completed	Scheduled Start Date	Scheduled End Date

Total MBE Subcontracts Awarded/%	\$	%	Total WBE Subcontracts Awarded/%	\$	%
Total MBE Dollars Paid-To-Date/%	\$	%	Total WBE Dollars Paid-To-Date/%	\$	%
Total Non-Minority Subcontracts Awarded/%	\$	%	Total SBE Subcontracts Awarded/%	\$	%
Total Non-Minority Dollars Paid-To-Date/%	\$	%	Total SBE Dollars Paid-To-Date/%	\$	%

The undersigned certifies that the information recorded above is correct, and that each of the representations set forth above is true. The undersigned further acknowledges that any misrepresentation hereon may result in termination of contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

Company Representative _____ Title: _____ Date: _____



City of Cincinnati
SUBCONTRACTOR SUBSTITUTION

THIS FORM MUST BE COMPLETED AND SUBMITTED TO THE CONTRACT COMPLIANCE OFFICER PRIOR TO TERMINATING THE CONTRACT OF A MINORITY, SMALL OR WOMEN-OWNED BUSINESS AFTER THE BIDS HAVE BEEN SUBMITTED OR CONTRACT HAS BEEN AWARDED. INFORMATION RECORDED HEREIN WILL BE INCORPORATED IN THE AWARDEES' CONTRACT.

Company Name:

Project Name:

Address:

Date Submitted

(Name of Subcontractor/Supplier) will be substituted for (Name of Subcontractor/Supplier) to perform work on

the above project as (check one): ☐ a partnership; ☐ a corporation; ☐ sole proprietorship; ☐ a joint venture.

will enter into a formal agreement for the work upon approval by the **City of Cincinnati**.
 (Subcontractor/Supplier)

ITEM NUMBER	DESCRIPTION OF WORK	SUBCONTRACT/P.O. PRICE	% OF TOTAL CONTRACT PRICE	START DATE	COMPLETION DATE
Total Value of Work					

Prime/General Contractor:

Signature of Company Representative _____

Title: _____ Date: _____

Federal Tax ID#: _____

Subcontractor/Supplier:

Signature of Company Representative _____

Title: _____ Date: _____

Federal Tax ID#: _____

Contract Compliance ____ Approved ____ Denied

Signature: _____



City of Cincinnati
SUBCONTRACTING OUTREACH PROGRAM
Final Subcontracting Report

THIS FORM MUST BE COMPLETED AND SUBMITTED TO CONTRACT OFFICER WITHIN FIFTEEN (15) DAYS AFTER
 FINAL INSPECTION OF CONTRACT WORK.

Company Name:

Project Name:

Address:

Federal Tax ID#:

Date Submitted:

Date of Final Inspection

The following subcontractors performed work on the above project:

TYPE OF WORK	COMPANY NAME/TAX ID #	FINAL PRICE	% OF TOTAL CONTRACT PRICE

Signature of Company Representative_____

Title: _____ Date: _____

Contract Compliance ____Approved ____Denied

Signature:_____



PROJECT CONSULTANT SELECTION AND ASSIGNMENT POLICY

This policy provides guidance for use of professional consultant contracts, commonly referred to as contingency contracts. Exceptions to this policy must be approved in writing by the Director of Transportation and Engineering.

BACKGROUND

The Department of Transportation and Engineering regularly selects a number of architectural, engineering, and materials testing consultants in a wide-variety of disciplines in accordance with Administrative Regulation No. 23. Commonly referred to as “contingency consultants”, these consultants are ranked and selected solely based upon their qualifications to perform the advertised services. The number of these contracts in each discipline is routinely determined from past experience.

The rankings of these consultants are based on their qualifications within each of the advertised professional service areas, and not on any specific project. Once the contracts are finalized, these rankings can no longer be used for project assignment.

These agreements were established to expedite project implementation, to reduce both consultant and city costs, to significantly reduce paperwork, and to free staff to more productive work.

POLICY

Use of Contingency Contracts

Use appropriate contingency contracts for projects where the estimated total fee for the project is not expected to exceed \$400,000 per assignment, or a total of \$1,000,000 per discipline during the life of the contract. While these contracts may be used to begin an initial phase of a larger project, conduct a separate selection process for other phases of work.

Contingency Consultant Selection

Select consultants approved for the needed disciplines first on their specific expertise in the scope of the project. Consider factors such as significant familiarity with the specific project scope, past successful experience in this type of project, availability to perform the work within the specific timeframe, ability to advocate the City’s interests, etc. that are advantageous to the Department and City.

Should there be no significant factor to influence contingency consultant selection, you may request multiple proposals concurrently. Proposals should include scope, schedule, project manager, key project personnel, firm and personnel experience with similar projects, project approach, subcontractors, etc.) When concurrent proposals are requested for the same service, do not request fee information. Base evaluation of multiple proposals on the firm’s ability to successfully complete the specific project; do not use the rankings developed for initial consultant selection and contracting process. Do not ask for sealed fee proposals with multiple proposals.

Once a consultant has been selected, request a proposal from the selected firm that also includes proposed fees in accordance with their agreement. Upon review of the proposal, the City may negotiate the terms of the proposal. If an agreement cannot be reached, the consultant shall be notified in writing that negotiations for the work have been terminated. A proposal can then be requested from the next consultant (when multiple proposals were initially requested) or from another consultant within the appropriate discipline as previously described.